

**CITY OF NEWPORT, KY  
REGULAR MEETING OF THE BOARD OF COMMISSIONERS**

**November 15, 2021, 7:00 PM**

Newport Municipal Building, 998 Monmouth Street, 1<sup>st</sup> Floor Multi-Purpose Room

**AGENDA**

**NOTICE TO THE PUBLIC**

*Comments about city service issues not on the agenda are allowed during the public forum portion of regular meetings. When recognized, please state your name for the record and limit the time used to present your remarks. Orders and Resolutions are passed by one vote, and Ordinances require two readings to be adopted.*

**CALL TO ORDER**

Invocation, Pledge of Allegiance, Roll Call

**PRESENTATIONS, AWARDS, PROCLAMATIONS**

- NKY Chamber/Tri-ED/MeetNKY, Regional Advancement for the Business Community
- Newport Business, Executive Transportation 60<sup>th</sup> Anniversary

**PERSONNEL ORDERS**

**COMMISSIONERS ORDER R-2021-088**

AN ORDER OF THE BOARD OF COMMISSIONERS OF THE CITY OF NEWPORT, KENTUCKY, APPOINTING DOUGLAS PATTON TO THE POSITION OF POLICE OFFICER, GRADE III, IN THE NEWPORT POLICE DEPARTMENT EFFECTIVE NOVEMBER 29, 2021

**COMMISSIONERS ORDER R-2021-089**

AN ORDER OF THE BOARD OF COMMISSIONERS OF THE CITY OF NEWPORT, KENTUCKY, PROMOTING DANIEL DELANEY TO THE POSITION OF LIEUTENANT IN THE NEWPORT POLICE DEPARTMENT EFFECTIVE NOVEMBER 14, 2021

**COMMISSIONERS ORDER R-2021-090**

AN ORDER OF THE BOARD OF COMMISSIONERS OF THE CITY OF NEWPORT, KENTUCKY, PROMOTING ADAM MOEVES TO THE POSITION OF SERGEANT IN THE NEWPORT POLICE DEPARTMENT EFFECTIVE NOVEMBER 14, 2021

**COMMISSIONERS ORDER R-2021-091**

AN ORDER OF THE BOARD OF COMMISSIONERS OF THE CITY OF NEWPORT, KENTUCKY, PROMOTING ANTHONY TRELLER TO THE POSITION OF SERGEANT IN THE NEWPORT POLICE DEPARTMENT EFFECTIVE NOVEMBER 14, 2021

## **PUBLIC HEARINGS**

None

## **CONSENT AGENDA**

### **COMMISSIONERS ORDER R-2021-092**

AN ORDER OF THE BOARD OF COMMISSIONERS OF THE CITY OF NEWPORT, KENTUCKY GRANTING PROPERTY ASSESSMENT MORATORIUM TO BELLEVUE LAND LLC, RELATING TO THE RESTORATION OF PROPERTY AT 711 WEINGARTNER PLACE IN NEWPORT, KENTUCKY

### **COMMISSIONERS ORDER R-2021-093**

AN ORDER OF THE BOARD OF COMMISSIONERS OF THE CITY OF NEWPORT, KENTUCKY GRANTING PROPERTY ASSESSMENT MORATORIUM TO DOUGLAS ALLEN, RELATING TO THE RESTORATION OF PROPERTY AT 222 E 5<sup>TH</sup> STREET IN NEWPORT, KENTUCKY

### **COMMISSIONERS ORDER R-2021-094**

AN ORDER OF THE BOARD OF COMMISSIONERS OF THE CITY OF NEWPORT, KENTUCKY GRANTING PROPERTY ASSESSMENT MORATORIUM TO CATHERINE ROSE, RELATING TO THE RESTORATION OF PROPERTY AT 640 ROBERTS STREET IN NEWPORT, KENTUCKY

### **COMMISSIONERS ORDER R-2021-098**

AN ORDER OF THE BOARD OF COMMISSIONERS OF THE CITY OF NEWPORT, KENTUCKY GRANTING PROPERTY ASSESSMENT MORATORIUM TO HEALTHY HOMES 3 LLC, RELATING TO THE RESTORATION OF PROPERTY AT 313 W 11TH STREET IN NEWPORT, KENTUCKY

### **COMMISSIONERS ORDER R-2021-099**

AN ORDER OF THE BOARD OF COMMISSIONERS OF THE CITY OF NEWPORT, KENTUCKY GRANTING PROPERTY ASSESSMENT MORATORIUM TO HEALTHY HOMES 2 LLC, RELATING TO THE RESTORATION OF PROPERTY AT 2 PARKVIEW AVENUE IN NEWPORT, KENTUCKY

## **PUBLIC FORUM**

## **APPROVAL OF MINUTES**

Regular Meeting Minutes September 20, 2021

Regular Meeting Minutes October 18, 2021

## **OLD BUSINESS**

### **COMMISSIONERS ORDINANCE O-2021-019**

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF NEWPORT, KENTUCKY CLOSING AND VACATING PART OF AN UNNAMED ALLEY IN THE CITY OF NEWPORT, CAMPBELL COUNTY, KENTUCKY

## **NEW BUSINESS**

### **COMMISSIONERS ORDER R-2021-095**

AN ORDER OF THE BOARD OF COMMISSIONERS OF THE CITY OF NEWPORT, KENTUCKY, AUTHORIZING THE ISSUANCE OF UP TO \$8,140,000 TAXABLE INDUSTRIAL BUILDING REVENUE REFUNDING BONDS, SERIES 2021, IN ORDER TO ASSIST SOUTH BEACH #1, LLC, OR ASSIGNS, TO REFUND BONDS THAT WERE ORIGINALLY ISSUED TO FINANCE THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF AN INDUSTRIAL BUILDING FACILITY LOCATED WITHIN THE CITY OF NEWPORT, KENTUCKY AND TO IMPROVE SAID FACILITY; PROVIDING FOR THE PLEDGE OF REVENUES FOR THE PAYMENT OF SAID BONDS; AUTHORIZING A FOURTH SUPPLEMENTAL TRUST INDENTURE APPROPRIATE FOR THE PROTECTION AND DISPOSITION OF SUCH REVENUES AND FURTHER TO SECURE THE PAYMENT OF SAID BONDS; AND AUTHORIZING A BOND PURCHASE AGREEMENT

### **COMMISSIONERS ORDER R-2021-096**

AN ORDER OF THE BOARD OF COMMISSIONERS OF THE CITY OF NEWPORT, KENTUCKY DECLARING CERTAIN PERSONAL PROPERTY OF THE CITY OF NEWPORT AS SURPLUS PERSONAL PROPERTY AND AUTHORIZING TRANSFER IN ACCORDANCE WITH STATE LAW

### **COMMISSIONERS ORDER R-2021-097**

AN ORDER OF THE BOARD OF COMMISSIONERS OF THE CITY OF NEWPORT, KENTUCKY, AUTHORIZING THE CITY MANAGER, THOMAS J. FROMME, TO ENTER INTO AGREEMENT WITH CUSTOM DESIGN BENEFITS TO ACT AS THE CITY'S THIRD-PARTY ADMINISTRATOR WITH VARIOUS INSURANCE COMPANIES AND WITH DELTA DENTAL PPO + PREMIER TO PROVIDE FOR THE CITY OF NEWPORT'S EMPLOYEES' HEALTH AND DENTAL INSURANCE NEEDS

### **COMMISSIONERS ORDER R-2021-100**

AN ORDER OF THE BOARD OF COMMISSIONERS OF THE CITY OF NEWPORT, KENTUCKY, REAPPOINTING COMMISSIONER ELISABETH FENNELL AS REPRESENTATIVE AND APPOINTING LARISA SIMS AS ALTERNATE FROM THE CITY OF NEWPORT, KENTUCKY TO THE OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS

**DEPARTMENT HEAD COMMENTS**

**CITY MANAGER COMMENTS**

**BOARD OF COMMISSIONERS COMMENTS**

**ADJOURNMENT**

***Board of Commissioners Upcoming Scheduled Meetings 2021:***

*December 3, 5:00 PM (Special)*

*December 13, 7:00 PM (Regular)*



**COMMISSIONERS ORDINANCE NO. 0-21-19**

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS  
OF THE CITY OF NEWPORT, KENTUCKY CLOSING  
AND VACATING PART OF AN UNNAMED ALLEY IN  
THE CITY OF NEWPORT, CAMPBELL COUNTY,  
KENTUCKY.**

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**WHEREAS, pursuant to KRS 82.405 the City of Newport has  
determined to close part of an Unnamed Alley as described in  
Section I hereof; and,**

**WHEREAS, pursuant to KRS 82.405 the City of Newport has  
identified all property owners in or abutting the portion of the public  
way to be closed; and,**

**WHEREAS, pursuant to KRS 82.405 the City of Newport has  
provided written notice of the proposed closings to all property  
owners identified as in or abutting the portion of the public way to be  
closed; and,**

**WHEREAS, pursuant to KRS 82.405 the City of Newport has  
received written notarized consent to the proposed closing from all  
property owners in or abutting the portion of the public way to be  
closed and have attached the consent to vacate notification hereto as  
Exhibit "A".**

**BE IT ORDAINED BY THE CITY OF NEWPORT, KENTUCKY:**

**SECTION I**

**That part of an Unnamed Alley is hereby closed and vacated without  
any further action, said portion of the public way to be closed and  
vacated being more specifically described as follows:**

**PART OF AN UNNAMED ALLEY**

**GROUP NOS. 41072/A1 – P.I.D.N. 999-99-05-461.00  
41072/A3 – P.I.D.N. 999-99-02-560.00**

**Parts of an unnamed alley situated in the City of Newport,  
Campbell County, Kentucky as shown in the plats of record in**

slide A-38/B in the Campbell County Clerk's office at Newport, Kentucky, and more fully described as follows:

Lying in the City of Newport, Kentucky and being more particularly described as follows:

Beginning at the northwest corner of Lot numbered 78 of the Overlook Heights Subdivision in the City of Newport, Kentucky; thence in an easterly direction along the northerly boundary lines of lots numbered 78 and 79 of the Overlook Heights Subdivision 95 feet to the northeast corner of said lot numbered 79; thence in a northerly direction 15 feet, more or less, across the unnamed alley to a point in the boundary line of lot numbered 88 of the Overlook Heights Subdivision that is directly across from the northeast corner of lot numbered 79 as if the easterly line of lot 79 was extended in a straight line to the boundary line of lot numbered 88; thence in a westerly direction along the southerly line boundary lines of lots numbered 88, 89, 90 and 91 of the Overlook Heights Subdivision to the northwest corner of said lot numbered 91; thence in a southerly direction along the easterly line of Observation Avenue 15 feet, more or less, across the unnamed alley to the place of beginning.

**Attached hereto as Exhibit "B" is a copy of a plat showing the portion of the Unnamed Alley to be vacated.**

**There is excepted from the provisions of this Ordinance any public utilities running through the dedicated portion of said Unnamed Alley being vacated by this Ordinance for which the City retains an easement.**

## **SECTION II**

**That this Ordinance shall be signed by the Mayor, attested by the City Clerk, recorded, published and effective upon publication.**

**PASSED: First reading:**

**PASSED: Second reading:**

**\_\_\_\_\_  
THOMAS L. GUIDUGLI, JR., MAYOR**

**ATTEST:**

**\_\_\_\_\_  
JANIE PATTERSON, CITY CLERK**

**PUBLISHED:**

## **EXHIBIT "A"**

### **CONSENT AND RECEIPT OF NOTICE**

Comes now Rebecca Hackett, also known as Rebecca C. Hackett, a single person, and after being duly cautioned and sworn, deposes and states as follows:

1. That she is the fee simple title holder of the real properties which abut a portion of the unnamed alley in the City of Newport, Kentucky described in paragraph 2 below.
2. That she acknowledges receipt of a written notice from the City of Newport stating the City's intent to vacate and close the following described public way located in the City of Newport, Kentucky adjacent to the properties owned by her which is to be vacated and closed and are more particularly described as follows:

#### **PART OF AN UNNAMED ALLEY**

GROUP NOS. 41072/A1 – P.I.D.N. 999-99-05-461.00  
41072/A3 – P.I.D.N. 999-99-02-560.00

Parts of an unnamed alley situated in the City of Newport, Campbell County, Kentucky as shown in the plats of record in slide A-38/B in the Campbell County Clerk's office at Newport, Kentucky, and more fully described as follows:

Lying in the City of Newport, Kentucky and being more particularly described as follows:

Beginning at the northwest corner of Lot numbered 78 of the Overlook Heights Subdivision in the City of Newport, Kentucky; thence in an easterly direction along the northerly boundary lines of lots numbered 78 and 79 of the Overlook Heights Subdivision 95 feet to the northeast corner of said lot numbered 79; thence in a

northerly direction 15 feet, more or less, across the unnamed alley to a point in the boundary line of lot numbered 88 of the Overlook Heights Subdivision that is directly across from the northeast corner of lot numbered 79 as if the easterly line of lot 79 was extended in a straight line to the boundary line of lot numbered 88; thence in a westerly direction along the southerly line boundary lines of lots numbered 88, 89, 90 and 91 of the Overlook Heights Subdivision to the northwest corner of said lot numbered 91; thence in a southerly direction along the easterly line of Observation Avenue 15 feet, more or less, across the unnamed alley to the place of beginning.

Attached hereto as Exhibit "B" is a copy of a plat showing the portion of the unnamed alley to be vacated.

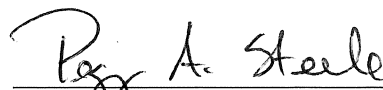
3. This Consent and Acknowledgment of Receipt of Notice is given pursuant to K.R.S. 82.405(2)(b) and ( c ).

Further Affiants sayeth naught.

  
Rebecca Hackett, a/k/a Rebecca C. Hackett

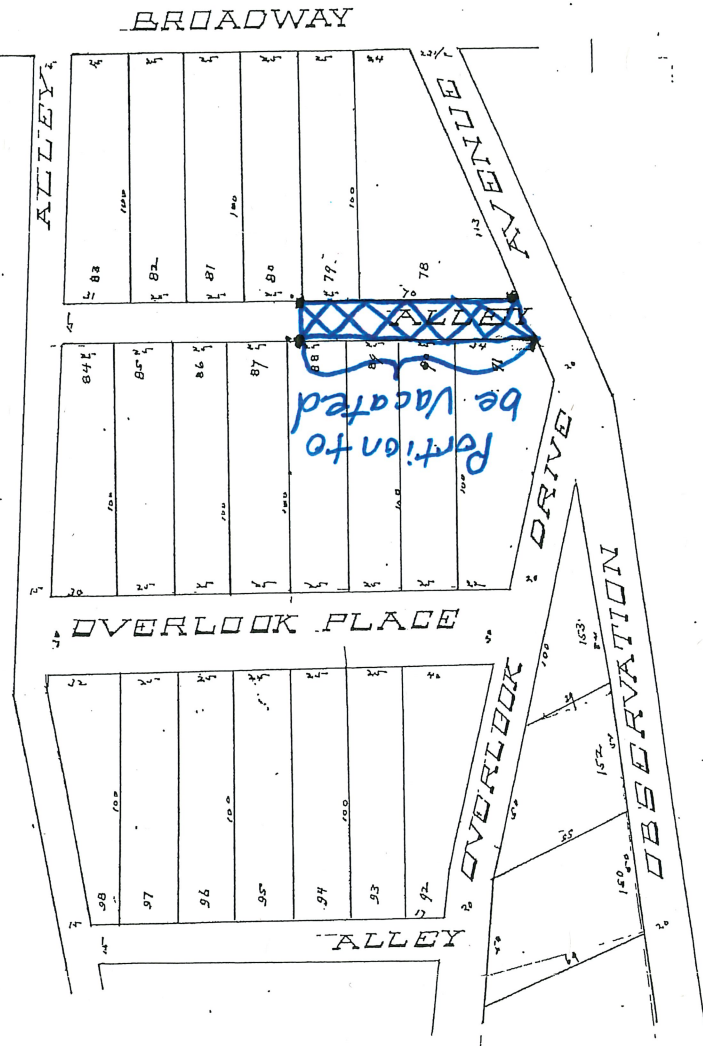
STATE OF KENTUCKY  
COUNTY OF CAMPBELL

This Consent and Receipt of Notice was acknowledged, subscribed and sworn to before me by Rebecca Hackett, a/k/a Rebecca C. Hackett, this 28 day of September 2024, 2021.

  
Notary Public  
KY State At Large  
My Commission Expires: 8/19/2025  
KYNP 35299

Slide "A/38B"

Exhibit "B"



OVERLOOK HEIGHTS SUBD



September 15, 2021

Rebecca Hackett  
78 Observation Avenue  
Newport, KY 41071

RE: Notice of Intent to Vacate and Close Part of an unnamed alley in Newport, Kentucky

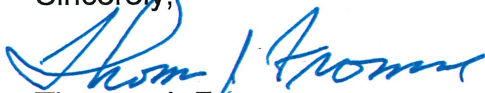
Dear Ms. Hackett:

Pursuant to KRS 82.405, the City of Newport, Kentucky gives this written notice of its intent to vacate and close part of an unnamed alley in the City of Newport, Kentucky. Enclosed as Exhibit "B" is a copy of a plat, which shows the portions of the aforementioned public way, which the City gives this notice to close and vacate.

Also enclosed as Exhibit "A" is a Consent and Receipt of Notice for this matter. If you are in agreement with this action to close and vacate the portions of the aforementioned public way in the City of Newport, Kentucky, please sign the Consent form and return it to me.

Thank you and please call me if you have any questions.

Sincerely,



Thomas J. Fromme  
City Manager

Encl.



COMMISSIONERS ORDER NO. R-2021- 95

AN ORDER OF THE BOARD OF COMMISSIONERS OF THE CITY OF NEWPORT, KENTUCKY, AUTHORIZING THE ISSUANCE OF UP TO \$8,140,000 TAXABLE INDUSTRIAL BUILDING REVENUE REFUNDING BONDS, SERIES 2021, IN ORDER TO ASSIST SOUTH BEACH #1, LLC, OR ASSIGNS, TO REFUND BONDS THAT WERE ORIGINALLY ISSUED TO FINANCE THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF AN INDUSTRIAL BUILDING FACILITY LOCATED WITHIN THE CITY OF NEWPORT, KENTUCKY AND TO IMPROVE SAID FACILITY; PROVIDING FOR THE PLEDGE OF REVENUES FOR THE PAYMENT OF SAID BONDS; AUTHORIZING A FOURTH SUPPLEMENTAL TRUST INDENTURE APPROPRIATE FOR THE PROTECTION AND DISPOSITION OF SUCH REVENUES AND FURTHER TO SECURE THE PAYMENT OF SAID BONDS; AND AUTHORIZING A BOND PURCHASE AGREEMENT.

WHEREAS, the City of Newport, Kentucky (the "Issuer") is by virtue of the laws of the Commonwealth of Kentucky, including Chapter 103 of the Kentucky Revised Statutes, and other authorities mentioned therein, authorized and empowered, among other things, (a) to assist in the financing of costs of industrial building facilities located within the boundaries of the Issuer, (b) to enter into an agreement with the lessee of such facilities providing for revenues sufficient to pay the principal of and interest and any premium on such revenue bonds, including the issuance of refunding bonds (c) to secure such revenue bonds by a trust agreement or indenture between the Issuer and a corporate trustee, and by a pledge and assignment of such revenues, as provided for herein, and (d) to enact the Bond Legislation and enter into the Indenture and the Agreement, as hereinafter identified, upon the terms and conditions provided therein; and,

WHEREAS, on January 15, 2021, the Issuer issued \$10,980,000 Taxable Industrial Building Revenue Refunding Bond Series 2021C (South Beach #1, LLC Project) (the "Prior Bonds"); and,

WHEREAS, South Beach #1, LLC (the "Company") has requested the Issuer to assist in the refunding of the Prior Bonds so that they can be marketed to multiple unrelated purchasers which will require the issuance of refunding bonds and amendments to the documents securing the Original Bonds; and,

WHEREAS, it is hereby determined by the Legislative Authority that it is necessary to issue refunding bonds and to amend and/or supplement the documents securing the Original Bonds, including, without limitation, the Trust Indenture dated as of March 1, 2007 (as supplemented (the "Indenture");

NOW, THEREFORE, BE IT ORDERED BY THE CITY OF NEWPORT, KENTUCKY:

SECTION I

Section 1. Authorization and Terms of Series 2021 Bonds.

(a) Authorization. It is hereby determined to be necessary to, and the Issuer shall issue, sell and deliver, as provided and authorized herein and pursuant to the authority of the Act,

11203158.1



\$8,140,000 Taxable Industrial Building Revenue Refunding Bonds, Series 2021 (South Beach #1, LLC Project) (the “Series 2021 Bonds”) for the purpose of refunding the Original Bonds. The Issuer may also issue, sell and deliver Additional Bonds on a parity with the Series 2021 Bonds for the purposes and in the manner provided in the Indenture. The proceeds of the Series 2021 Bonds shall be applied (i) to provide funds to refund the Original Bonds (ii) to fund a debt service reserve fund and (iii) to pay reasonable and customary closing costs associated with the issuance of the Series 2021 Bonds.

(b) Terms. The Series 2021 Bonds shall be issued in the forms and denominations, shall be numbered, dated and payable as provided in the Indenture (as supplemented by the Second Supplemental Trust Indenture authorized herein). The Series 2021 Bonds shall mature as provided in the Indenture, and have such terms, bear such interest, and be subject to mandatory and optional redemption as provided in the Indenture. This Legislative Authority hereby fixes and establishes the interest rate in effect from time to time on the Series 2021 Bonds in the manner and pursuant to the provisions of the Indenture.

The form of the Series 2021 Bonds attached to the Indenture, subject to appropriate insertions and revisions in order to comply with the provisions of the Indenture, is hereby approved, and when the same shall be executed on behalf of the Issuer by the appropriate officers thereof in the manner contemplated hereby and by the Indenture, in a principal amount of \$8,140,000, shall represent the approved form of the Series 2021 Bonds of the Issuer.

(c) Place of Payment. Bond service charges on Series 2021 Bonds shall be payable, without deduction for services of the Paying Agent, in the manner provided in the Series 2021 Bonds.

(d) Execution. The Series 2021 Bonds shall be executed by the Mayor and City Clerk of the Issuer, provided that either or both of such signatures may be facsimiles.

(e) Maximum Rate. The per annum interest rate applicable to the Series 2021 Bonds shall at no time exceed the maximum rate allowable by the laws of the Commonwealth of Kentucky.

Section 2. Terms of all Series 2021 Bonds and Additional Bonds. All Series 2021 Bonds and Additional Bonds shall bear such designation as may be necessary to distinguish them from Bonds of any other series. Bond service charges on all Series 2021 Bonds and Additional Bonds shall be payable in lawful money of the United States of America. Bonds shall be issued as fully registered bonds. All Series 2021 Bonds and Additional Bonds shall be negotiable instruments within the meaning of Chapter 103 of the Kentucky Revised Statutes, subject to applicable provisions for registration, and shall express on their faces the purpose for which they are issued and such other statements or legends as may be required by law.

All Series 2021 Bonds and Additional Bonds shall be executed in the manner provided in the Bond Legislation authorizing their issuance or in the manner provided by the applicable law in effect at the time of their issuance. In case any officer whose signature or a facsimile of whose signature shall appear on any Bonds shall cease to be such officer before the issuance, authentication or delivery of such Series 2021 Bonds and Additional Bonds, such signature or

such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until that time.

Any notice of call for redemption of all Series 2021 Bonds shall be given in the manner provided in the Indenture. If Series 2021 Bonds and Additional Bonds or portions of fully registered Series 2021 Bonds and Additional Bonds are duly called for redemption and if on such redemption date moneys for the redemption of all the Series 2021 Bonds and Additional Bonds to be redeemed, together with accrued interest to the redemption date, shall be held by the Trustee or Paying Agents so as to be available therefor, then from and after such redemption date such Series 2021 Bonds and Additional Bonds or portions of fully registered Bonds shall cease to bear interest.

Section 3. Security Pledged for Series 2021 Bonds. The Series 2021 Bonds shall be payable solely from the Revenues and secured by, among other things, a pledge of and lien on moneys deposited in the Series 2021 Bond Fund, and a pledge and assignment of other moneys constituting Revenues, and further secured by the Indenture, and anything in this Bond Legislation, the Series 2021 Bonds, the Agreement (as defined in the Indenture), and Indenture to the contrary notwithstanding, neither this Bond Legislation, the Series 2021 Bonds, the Agreement, nor the Indenture shall constitute a debt or a pledge of the faith and credit of the Issuer or of the State or any political subdivision thereof and the holders or owners of the Bonds shall have no right to have taxes levied by the General Assembly of the State or the taxing authority of the Issuer or of any other political subdivision of the State for the payment of the principal of, premium, if any, or interest on the Series 2021 Bonds, but such Bonds are payable solely from the Revenues and the Bonds shall contain on the face thereof a statement to that effect. The Issuer intends to follow the provisions of KRS 103.251 so that the statutory mortgage lien provided in KRS 103.250 shall not attach to the Project.

Section 4. Sale of Series 2021 Bonds; Allocation of Purchase Price. The Legislative Authority is hereby authorized and directed to offer for sale the Series 2021 Bonds to First Southwest Company (in its role as purchaser of the Bond, the "Purchaser"), for purchase by the Purchaser at the price or prices set forth in the Bond Purchase Agreement, plus accrued interest, if any, in accordance with the terms and provisions of this Bond Legislation, and to make the necessary arrangements on behalf of the Issuer with the Purchaser to establish the date, location, procedure and conditions for the delivery of the Series 2021 Bonds to the Original Purchaser. The Mayor and City Clerk are further hereby authorized and directed to take all steps necessary to effect due authentication, delivery and security of the Series 2021 Bonds under the terms of this Bond Legislation, Bond Purchase Agreement and the Indenture, and it is hereby determined that the aforesaid purchase price and the interest rate for the Series 2021 Bonds and the manner of sale, as provided in this Bond Legislation, are in compliance with all legal requirements. The City Clerk shall furnish to the Purchaser a true and certified transcript of proceedings with reference to the issuance of the Series 2021 Bonds, along with such information from his or her records as is necessary to determine the regularity and validity of the issuance of said Series 2021 Bonds.

Section 5. Source of Payment - Bond Fund. As provided in the Agreement, moneys sufficient in time and amount to pay the Bond service charges with respect to the Series 2021 Bonds as they come due are to be paid directly to the Trustee, including Lease Payments and

Payments in Lieu of Taxes for the account of the Issuer and deposited in an appropriate account in the Bond Fund.

The Issuer hereby covenants and agrees that so long as any of the Series 2021 Bonds are outstanding it will deposit or cause to be deposited in the Bond Fund, amounts sufficient in time and amount to pay the Bond service charges as the same become due and payable, and to this end the Issuer covenants and agrees that, so long as any Series 2021 Bonds are outstanding, it will diligently and promptly proceed in good faith and use its best efforts to enforce the Agreement, and that, should there be an event of default under the Agreement, the Issuer shall fully cooperate with the Trustee and with the Bondholders to protect fully the rights and security of the Bondholders hereunder. Nothing herein shall be construed as requiring the Issuer to use or apply to the payment of Bond service charges any funds or revenues from any source other than revenues or to expend any of its own funds to enforce the Agreement.

Notwithstanding anything herein to the contrary, the Issuer, the Company, the Purchaser and Trustee may enter into agreements that vary the method of payment of bond service charges, to the extent authorized by the Indenture.

Section 6. Covenants of Issuer. In addition to other covenants of the Issuer contained in this Bond Legislation and the Indenture, the Issuer further covenants and agrees as follows:

(a) Payment of Bond Service Charges. The Issuer will, solely from Revenues pay or cause to be paid the Bond service charges on each and all Series 2021 Bonds on the dates, at the places and in the manner provided herein, in the applicable Bond Legislation and in the Bonds.

(b) Performance of Covenants, Authority and Actions. The Issuer will at all times faithfully observe and perform all agreements, covenants, undertakings, stipulations and provisions contained in the Bond Legislation, the Agreement, the Indenture, the Bond Purchase Agreement and in any and every Project Bond executed, authenticated and delivered under the Indenture, and in all proceedings of the Issuer pertaining to the Series 2021 Bonds, the Indenture, the Bond Purchase Agreement or the Agreement. The Issuer warrants and covenants that it is, and upon delivery of the Series 2021 Bonds will be, duly authorized by the Constitution and laws of the State, including particularly and without limitation the Act, to issue the Series 2021 Bonds and to execute the Second Supplemental Trust Indenture, and the Bond Purchase Agreement to provide the security for payment of the Bond service charges in the manner and to the extent herein and in the Indenture set forth; that all actions on its part for the issuance of the Series 2021 Bonds and execution and delivery of the Second Supplemental Trust Indenture, the Agreement and the Bond Purchase Agreement have been or will be duly and effectively taken; and that the Series 2021 Bonds in the hands of the holders thereof will be valid and enforceable special obligations of the Issuer according to the terms thereof. Each provision of the Bond Legislation, the Indenture, the Agreement, the Bond Purchase Agreement and the Bonds is binding upon each such officer of the Issuer as may from time to time have the authority under law to take such actions as may be necessary to perform all or any part of the duties required by such provision; and each duty of the Issuer and of its officers undertaken pursuant to such proceedings for the issuance of the Series 2021 Bonds is established as a duty of the Issuer and of each such officer having authority to perform such duty, specifically enjoined by law and resulting from an office,

trust, or station within the meaning of the Kentucky Revised Statutes, providing for enforcement by writ of mandamus.

(c) Revenues. Except as otherwise provided in the Bond Legislation, the Indenture and the Agreement, the Issuer will not create or suffer to be created any debt, lien or charge thereon, or make any pledge or assignment of or create any debt, lien or charge thereon, or make any pledge or assignment of or create any lien or encumbrance upon the Revenues, including the moneys in the Bond Fund other than the pledge and assignment thereof under this Bond Legislation, the Indenture and the Agreement.

(d) Recordings and Filings. The Issuer will, at the expense of the Company, cause (to the extent required by the laws of the State to perfect such instruments and/or the lien created thereby) all necessary financing statements, amendments thereto, continuation statements and instruments of similar character relating to the pledges and assignments made by it to secure the Series 2021 Bonds, to be recorded and filed in such manner and in such places and to the extent required by law in order to fully preserve and protect the security of the holders of the Series 2021 Bonds and the rights of the Trustee under the Indenture.

(e) Inspection of Project Books. All books and documents in the Issuer's possession relating to the Project or the Revenues shall at all times be open to inspection by such accountants or other agents of the Trustee or the Purchaser as the Trustee or the Purchaser may from time to time designate.

(f) Rights under Agreement. The Trustee, in its name or in the name of the Issuer, may, for and on behalf of the Bondholders, enforce all rights of the Issuer and all obligations of the Company under and pursuant to the Agreement, whether or not the Issuer is in default of the pursuit or enforcement of such rights and obligations.

(g) Maintenance of Agreement. The Issuer shall do all things and take all actions on its part necessary to comply with the obligations, duties and responsibilities on the part of the Issuer under the Agreement, and will take all actions within its authority to maintain the Agreement in effect in accordance with the terms thereof and to enforce and protect the rights of the Issuer thereunder, including actions at law and in equity, as may be appropriate. The Issuer shall not be required to expend its own funds for this purpose.

Section 7. Investment of Bond Fund. Except as otherwise provided in the Indenture, moneys in the Bond Fund shall be invested and reinvested by the Trustee in Eligible Investments, in accordance with and subject to the orders (if verbal, to be confirmed in writing) of the Authorized Company Representative with respect thereto, provided that investments of moneys in the Bond Fund shall mature or be redeemable at the option of the Trustee at the times and in the amounts necessary to provide moneys hereunder to pay Bond service charges as they fall due at stated maturity or by redemption or pursuant to any Mandatory Sinking Fund Requirements, and provided that each investment of moneys in the Bond Fund shall in any event mature or be redeemable at the option of the Trustee at such time as may be necessary to make timely payments from said Bond Fund. Any such investments may be purchased from the Trustee or its affiliates. In the absence of written direction from the Company with respect to investment of moneys held in the Funds, the Trustee is hereby directed to invest funds in money

market mutual funds of the Trustee or its affiliates that qualify as Eligible Investments under the Indenture. The Trustee shall sell or redeem investments standing to the credit of the Bond Fund to produce sufficient moneys hereunder at the times required for the purpose of paying Bond service charges when due as aforesaid, and shall do so without necessity for any order on behalf of the Issuer and without restriction by reason of any such order. For purposes of the Indenture and this Bond Legislation, such investments shall be valued at face amount or market value, whichever is less.

Section 8. Fourth Supplemental Trust Indenture and Bond Purchase Agreement. In order better to secure the payment of the Bond service charges as the same shall become due and payable, the Mayor and City Clerk are hereby authorized and directed, on behalf of the Issuer, to execute and deliver the Fourth Supplemental Trust Indenture and the Bond Purchase Agreement in substantially the forms submitted to the Issuer, which instruments are hereby approved, with such changes therein not inconsistent with this Bond Legislation and not substantially adverse to the Issuer as may be permitted by the Act and approved by the officers executing the same. The approval of such changes by said officers, and that such are not substantially adverse to the Issuer, shall be conclusively evidenced by the execution of the Fourth Supplemental Trust Indenture and the Bond Purchase Agreement respectively by such officers.

This Bond Legislation shall constitute a part of the Indenture as therein provided and for all purposes of said Indenture.

Section 9. Other Documents. The Mayor, City Manager and City Clerk are hereby further authorized and directed to execute offering documents, continuing disclosure commitment, financing statements, other assignments and any other agreements, documents and instruments as are, in the opinion of bond counsel to the Issuer, necessary or desirable to perfect the pledges set forth in the Indenture and to consummate the transactions provided for in the Indenture, the Agreement and the Bond Purchase Agreement.

Section 10. Compliance with Kentucky Revised Statutes. It is hereby found and determined that all formal actions of this Legislative Authority concerning and relating to the passage of this Bond Legislation were taken in an open meeting of this Legislative Authority, and that all deliberations of this Legislative Authority and of any of its committees, if any, that resulted in such formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements of the Kentucky Revised Statutes.

Section 11. No Personal Liability. No recourse under or upon any obligation, covenant, acceptance or agreement contained in this Bond Legislation, or in any Series 2021 Bonds, or in the Agreement, the Indenture, or the Bond Purchase Agreement, or under any judgment obtained against the Issuer or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, shall be had against any officer as such, past, present, or future, of the Issuer, either directly or through the Issuer, or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to any holder of any Series 2021 Bonds, or otherwise, of any sum that may be due and unpaid by the Issuer upon any of the Series 2021 Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, as such, to respond by reason of any act or omission on his or her

part, or otherwise, for, directly or indirectly, the payment for or to the Issuer or any receiver thereof, or for or to the owner or any holder of any Series 2021 Bonds, or otherwise, of any sum that may remain due and unpaid upon any Series 2021 Bonds, shall be deemed to be expressly waived and released as a condition of and consideration for the execution and delivery of the Agreement, Indenture and the Bond Purchase Agreement and the issuance of the Series 2021 Bonds.

SECTION II

That this Order shall be signed by the Mayor, attested to by the City Clerk, recorded and be effective upon adoption and publication.

ADOPTED: \_\_\_\_\_, 2021

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MAYOR THOMAS L. GUIDUGLI, JR.

ATTEST:

\_\_\_\_\_  
JANIE PATTERSON, CITY CLERK

**COMMISSIONERS ORDER NO. R-2021-096**

AN ORDER OF THE BOARD OF COMMISSIONERS OF THE  
CITY OF NEWPORT, KENTUCKY DECLARING CERTAIN  
PERSONAL PROPERTY OF THE CITY OF NEWPORT AS  
SURPLUS PERSONAL PROPERTY AND AUTHORIZING  
TRANSFER IN ACCORDANCE WITH STATE LAW

BE IT ORDERED BY THE CITY OF NEWPORT, KENTUCKY:

**SECTION I**

Pursuant to KRS 82.083, the City of Newport, Kentucky hereby declares as surplus personal property, the item listed below and it is hereby authorized that such be disposed of in accordance with the provisions of KRS 82.083.

Further, pursuant to KRS 82.083(3), the City makes the following written determinations: (a) the personal property items are City of Newport Community Services Department equipment fully described as set forth below; (b) the intended use at the time of purchase or acquisition was as equipment necessary for daily operations of the City's Community Services Department; (c) that it is in the public interest to dispose of such personal property as this item is either outdated or old and too costly to maintain and disposing will reduce maintenance costs, and, (d) the method of disposition will be a transfer, by way of donation, to the City of Dayton, Kentucky Public Works Department, a Kentucky governmental agency, without compensation as permitted by KRS 82.083(4)(a).

**Surplus Item:** Truck #42 Ford F250 including plow and spreader

**SECTION II**

That this Order shall be signed by the Mayor, attested by the City Clerk, recorded and effective upon adoption.

ADOPTED: November 15, 2021

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THOMAS L. GUIDUGLI JR., MAYOR

ATTEST:

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JANIE PATTERSON, CITY CLERK



**COMMISSIONERS ORDER R-2021-097**

**AN ORDER OF THE BOARD OF COMMISSIONERS OF THE CITY OF NEWPORT, KENTUCKY, AUTHORIZING THE CITY MANAGER, THOMAS J. FROMME, TO ENTER INTO AGREEMENT WITH CUSTOM DESIGN BENEFITS TO ACT AS THE CITY'S THIRD-PARTY ADMINISTRATOR WITH VARIOUS INSURANCE COMPANIES AND WITH DELTA DENTAL PPO + PREMIER TO PROVIDE FOR THE CITY OF NEWPORT'S EMPLOYEES' HEALTH AND DENTAL INSURANCE NEEDS**

BE IT ORDERED BY THE CITY OF NEWPORT, KENTUCKY:

**SECTION I**

That City Manager, Thomas J. Fromme, be and is hereby authorized and directed to enter into an Agreement with Custom Design Benefits to act as the City's Third-Party Administrator with various insurance companies for the City of Newport's employees' health insurance needs.

**SECTION II**

That City Manager, Thomas J. Fromme, be and is hereby authorized and directed to enter into an Agreement with Delta Dental PPO + Premier to provide for the City of Newport's employees' dental insurance needs.

**SECTION III**

This Order shall be signed by the Mayor, attested to by the City Clerk, recorded, and be effective upon adoption.

ADOPTED: November 15, 2021

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THOMAS L. GUIDUGLI JR., MAYOR

ATTEST:

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JANIE PATTERSON, CITY CLERK

**COMMISSIONERS ORDER R-2021-100**

**AN ORDER OF THE BOARD OF COMMISSIONERS OF THE  
CITY OF NEWPORT, KENTUCKY, REAPPOINTING  
COMMISSIONER ELISABETH FENNELL AS  
REPRESENTATIVE AND APPOINTING LARISA SIMS AS  
ALTERNATE FROM THE CITY OF NEWPORT, KENTUCKY  
TO THE OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL  
OF GOVERNMENTS**

BE IT ORDERED BY THE CITY OF NEWPORT, KENTUCKY:

**SECTION I**

That Commissioner Elisabeth Fennell be and hereby is reappointed as Representative and Larisa Sims be and hereby is appointed as alternate from the City of Newport, Kentucky to the Ohio-Kentucky-Indiana Regional Council of Governments for a one-year term expiring December 31, 2022.

**SECTION II**

This Order shall be signed by the Mayor, attested to by the City Clerk, recorded, and be effective upon adoption.

ADOPTED: November 15, 2021

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THOMAS L. GUIDUGLI JR., MAYOR

ATTEST:

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JANIE PATTERSON, CITY CLERK